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CONTENTS

CURRENT TOPICS: Lord Clauson—Workmen's Compensation: Right of Audience—Law in Germany To-day—"The Matrimonial Muddle"—The Birmingham Law Society—Rental Value of Hotel—Recent Decisions 131
COMPANY LAW AND PRACTICE 133
A CONVEYANCER'S DIARY 134
LANDLORD AND TENANT NOTEBOOK 135
TO-DAY AND YESTERDAY 136
COUNTY COURT LETTER 136
CORRESPONDENCE 138
OBITUARY 138
NOTES OF CASES—
Deyong *v.* Shenburn 139
Mills & Rockleys, Ltd. *v.* Leicester Corporation 139
Mist *v.* Toleman & Sons 138
Parrott's Will Trusts, *In re*; Cox *v.* Parrott 139
Property Holding Company, Ltd. *v.* Mischeff 140
Stapleton, *In re*; Stapleton *v.* Stapleton 139
SOCIETIES 140
PARLIAMENTARY NEWS 140
RECENT LEGISLATION 141
NOTES AND NEWS 141
COURT PAPERS 142
STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES 142

CURRENT TOPICS

Lord Clauson

TWELVE years' great work as a judge of the Chancery Divisions, and four years as a Lord Justice of Appeal, never obliterated the memory of the late LORD CLAUSON'S brilliant achievements at the Bar, of which he was in his day one of the acknowledged leaders. He was born in 1870, and educated at Merchant Taylors' School and St. John's College, Oxford, where, like many other great lawyers, he obtained first-class honours in Classical Moderations and first-class honours in Literæ Humaniores. He was Tancred Student at Lincoln's Inn in 1889, and was called to the Bar in 1891. His uncle was Lord Justice Buckley, later the first Baron Wrenbury, and he collaborated in several of the later editions of the former's celebrated work on companies. Clauson met with early success at the junior bar, and in 1910 he took silk. In those days, a Chancery leader was obliged to attach himself to a particular court and confine himself to briefs in that court. A brief in another Chancery court could only be accepted where it was marked with a special fee, and in due course Clauson went "special." In his later days at the Bar, his main work consisted of House of Lords and Privy Council cases. He was also standing counsel to the University of Oxford and to the Royal College of Physicians. He became a judge of the Chancery Division in 1926, and a Lord Justice of Appeal in 1938. He retired in 1942, when he was created a peer, but he sat thereafter in many appeals to the House of Lords and to the Judicial Committee of the Privy Council. Lord Clauson typified all that was best in the English bar and bench, and will long be remembered as a great lawyer and a scholar, and one of the kindest of judges.

Workmen's Compensation: Right of Audience

IN view of the attitude of the Bar to the proposal to deprive lawyers of a substantial part of their right of audience in workmen's compensation matters, the progress of the National Insurance (Industrial Injuries) Bill through Parliament has come to be of considerable special interest to lawyers. On 12th March, in the course of his speech moving the second reading of the Bill in the Lords, THE LORD CHANCELLOR briefly said on this matter that the Minister was very anxious (and when he was Minister he took the same view) that we should try to get back to the original idea of trying to reduce legal formality so far as we could. He did not, therefore, propose, in the regulations which he was going to issue, to allow legal representation before the local appeal tribunal except with the consent of the chairman. Legal representation would be allowed before the Commissioner. VISCOUNT SIMON said: "I am not sure . . . that it is unimportant for the workman that the decision as to whether he is going to get benefits is to be arrived at in the first instance by a civil servant—largely, I suppose, as the result of a paper application . . . I have the strong impression that there is a certain satisfaction which the workman derives from seeing his case presented; from hearing the witness examined; from hearing the county court judge discuss it and argue it out." VISCOUNT MAUGHAM said that there were no cases more difficult and complex than some of the cases that had arisen in relation to workmen's compensation for injuries. Therefore that was the last case in which, as he thought, the advantages of having trained assistance should be taken away from the unfortunate claimants. The Lord Chancellor replied that there was no point on which the unions and the employers were more insistent than that this thing should be taken out of the legal atmosphere. A solicitor was often heard to say, when there had been a solicitor on one side and counsel on the other: "The other side has got counsel; I did not know they were going to do that. Please may I have an adjournment to get counsel on our side?" The difficulty might be met on committee stage; but he hoped they would not, as a rule, allow legal representation before the local tribunal, just as he hoped they would always allow it before the Commissioner; but he thought there might be exceptional cases in which representation before the local tribunal is necessary. He suggested that it was a matter which might well be left to the chairman of the local tribunal, who might be asked in any particular case: "This is a difficult point on which we want Mr. So-and-So of counsel. May we be represented by counsel?" Then he would say: "Certainly you may do so." If the other side, the insurance officer, wanted legal representation, he could have it too.

Law in Germany To-day

Parcere subjectis et debellare superbos in its most modern connotation might mean "to pacify and to denazify" if the neologism can be forgiven. Three historic documents, illustrating the present-day application of victory to the sane ends of democracy and the rooting out of tyranny, have just been published by H.M. Stationery Office. The first, under the title "Military Government Gazette, Germany, British Zone of Control," contains the ordinances dealing with the confirmation of legislation, offences by British civilians in Germany, the transfer of powers, the regulation of public discussion and other public activities, meetings, processions, political parties and military uniforms and insignia. Subject to the proscription of the Nazi creed and insignia, and the promotion of respect for the military government, freedom of meeting and discussion has been revived in Germany, if one may judge only from this "Gazette." The other two booklets are also issued under the title "Military Government Gazette, Germany," and have the sub-title "21 Army Group Area of Control." One deals with the establishment of military government, crimes and offences,

and military government courts. The best principles of law are embodied in the code and it is to be noted with satisfaction that it contains such rules as those relating to the non-compellability of the evidence of a husband, wife, parent or child. The most voluminous of the three booklets is that which contains the details as to the abrogation of Nazi law, currency, control of property and foreign exchange, posts, telephones, telegraphs and radio, control of publications, films, theatres, etc., and frontier control. Each booklet is priced at 6d. net. The keynote to all three booklets, and indeed to the whole of military government in Germany, is to be found in General Dwight D. Eisenhower's enlightened words in Proclamation No. 1 to the people of Germany printed in one of the booklets: "We come as conquerors, but not as oppressors."

"The Matrimonial Muddle"

"SOLICITOR," writing under the heading "The Matrimonial Muddle Continues" in the *New Statesman* of 9th February, argued that rightly or wrongly there was an impression that the judges were tightening up divorce and that in fact magistrates were becoming more reluctant to grant separation orders. Experience of the divorce courts hardly bears out the former proposition, for decrees are now granted with increasing rapidity owing to the tremendous arrears that constantly accumulate. Notwithstanding occasional protests such as that voiced by Mr. JUSTICE CHARLES at Durham Assizes last November, the work of divorcing the masses goes on without let or hindrance. The statement that magistrates are becoming more reluctant to grant separation orders requires a little more examination, because at first sight it may appear to practitioners in the courts as having some substance. The magistrates' courts, like the divorce court, whose extended jurisdiction they now share, do not and never did grant separation orders lightly. Before divorce there is always the hope, however slender, of a reconciliation, and wise magistrates, stipendiary and lay, allow that consideration to have effect in guiding their decision. There is little evidence that magistrates' courts exercising this jurisdiction make more mistakes than other inferior courts. Uniformity of decision as to what constitutes persistent cruelty would be impossible to achieve; black eyes and broken teeth, on which "Solicitor" complains that benches take different views, cannot be made the object of specific legislation; the bench must consider every case on its own facts and its own merits. The article suggests that the remedy for the ills of which it complains is to transfer matrimonial and divorce jurisdiction to the county courts, with the assistance of additional judges and extended jurisdiction for registrars. No doubt this is a remedy for which something can be said, but when commerce and industry return to normal conditions we wonder whether the county courts, even with assistance, would be able to bear the suggested additional strain.

The Birmingham Law Society

THE Birmingham Law Society had 412 solicitors on its register on 31st December, 1945, according to its committee's report for 1945, presented on 27th February, 1946, to the annual general meeting of the society. The report records the good work done by the society during the year. For example, following a general complaint concerning the hearing of divorce cases at assizes, a sub-committee was formed to consider and report on the whole question. Their report was submitted to the President of the Probate, Divorce and Admiralty Division and arrangements were made (*a*) that the divorce list for the first few days of the assize should be available well before commission day; and (*b*) that the list for each subsequent day should be published several days in advance. These arrangements have generally proved successful. Refresher courses for retiring solicitors and their managing clerks are being held, and a "next friend," Mr. G. CORBYN BARROW, has been appointed to assist in the re-establishment in practice of returning solicitors. The Society's Poor Man's Lawyer Association have in the past year granted 2,884 interviews, as against 2,315 in the previous year. No less than 1,363 of these interviews were in connection with matrimonial difficulties, "landlord and tenant" following with 680 interviews. The number of applications received by the Poor Persons Committee shows an increase, 582 being received as against 434 in 1944, and 194 have been granted certificates to take proceedings, 102 cases have during the year been sent out to local solicitors to conduct, and 58 have been sent to The Law Society's Civilian Divorce Department in London.

Rental Value of Hotel

IN a recent claim before the General Claims Tribunal (the *Estates Gazette*, 9th February, 1946) by the owners of a requisitioned private hotel, the claimants asked for compensation at the rate of £600 per annum, and the authority admitted that compensation was payable at the rate of £380 per annum. The claimants' expert based his calculations on the accounts for the five years 1935 to 1939. The average adjusted yearly net profit for that period was £1,200. He said that the "price per bedroom" method of valuation did not appeal to him, but agreed that if he was right the figure of £9 per bedroom based on rentals paid in 1935 had by 1939 become twice as much and the rateable value of £247, which was equivalent to about £8 a bedroom, was too low. The expert evidence for the authority was that the position of the hotel was good, but it was surrounded by a poor class of property. There was no sounder method of valuing unlicensed hotel premises than the "price per bedroom" method, and it was sometimes applied to licensed hotels. If a person could, through his particular skill, make a higher profit than another, there was no reason, the authority's expert stated, why he should pay a higher rent. He argued that in Oxford, where the claimants' hotel was situated, there was no shortage of this class of accommodation. He did not think that there had been any change in values in Oxford between 1935 and 1939. On the profits basis of assessment, the expert claimed that the estimate of £380 for rent gave 42½ per cent. for rent and 57½ per cent. for the tenant. On cross-examination, he stated that he did not consider it out of the way for the claimant to get £250, plus £595, and living expenses out of an investment of £2,000. The Tribunal awarded the claimant compensation at the rate of £400 per annum, and further awarded that the authority should pay the taxed costs of the claimants.

Recent Decisions

In *Bumstead and Another* v. *Wood*, on 14th March (*The Times*, 15th March), the Court of Appeal (TUCKER and COHEN, L.JJ., and WYNN-PARRY, J.) held that where there was evidence before a county court judge as to what might happen as to hardship in the future, he had to take such evidence into account in deciding the issue between a landlord and tenant as to whether the latter would be occasioned greater hardship by the granting of an order of possession against him than the landlord would suffer by refusal of an order where the landlord required the premises for his own occupation as a residence, under para. (*h*) of Sched. I of the Rent, etc. (Amendment) Act, 1933.

In a case before VAISEY, J., on 15th March (*The Times*, 16th March), his lordship held that no appeal lay from a decision of magistrates refusing consent to the marriage of a girl of eighteen years of age, under s. 9 of the Guardianship of Infants Act, 1925.

In *Woolley* v. *Allen Fairhead & Sons, Ltd.*, on 15th March (*The Times*, 16th March), ATKINSON, J., held that a notice to terminate the employment of a person employed in a scheduled undertaking, if given before the written permission of the national service officer has been obtained under the Essential Work Order, is invalid. In the case before the court the employee successfully sued for wages he alleged to be due for the period between the date of his purported dismissal and the date when he was reinstated pursuant to the appeal tribunal's direction. The unsuccessful argument for the employer was that the notice to terminate the employment was retrospectively validated by the permission of the national service officer.

COMPANY LAW AND PRACTICE

MANAGING DIRECTORS AGAIN

SOME little time ago I discussed in this column the case of *Southern Foundries* (1926), *Ltd.* v. *Shirlaw* [1940] A.C. 701, from the point of view of a draftsman instructed to prepare the draft of an agreement between a company and one of its directors, appointing that director a managing director for a definite period of years. My readers may remember that I did not deal with the whole of the report of that case, but tried to extract from the report in the House of Lords the principles which govern such an appointment, and I arrived tentatively at the conclusion that where such an appointment is intended to be entered into by a company whose articles are substantially in the same form as Table A, it was advisable that the company in general meeting should resolve to enter into the agreement, and that it should not be left to a resolution of the board.

There are, however, a number of other questions of interest discussed in that case, but before dealing with those points, it may be as well to summarise the facts. The articles of the company at the date at which the service agreement was entered into provided that the directors might appoint one of their body to be a managing director, and that a person so appointed should not be subject to retirement by rotation, but that subject to any contract between him and the company he should be subject to the same provisions as to removal as the other directors. Further, it was provided, unnecessarily, that if he ceased to be a director he should cease to be a managing director, and also that a director might be removed from office by an extraordinary resolution of the company, and that a director should vacate his office on becoming bankrupt, compounding with his creditors, becoming lunatic, being convicted of an indictable offence, ceasing to hold the necessary qualification shares, being wilfully absent from meetings for six months in certain circumstances, or giving one month's notice in writing of his resignation. This provision relating to the vacation of office was, however, qualified by the words "subject to the terms of any subsisting agreement," and the effect of these words was one of the questions I considered when I last dealt with this case.

Those being the relevant provisions of the articles, the company entered into an agreement with Shirlaw, at that time a director of the company, which provided that he should become managing director for ten years, with a specified salary and a commission on profits, and should devote his time to the business of the company. Subsequently, a company called Federated Foundries, Ltd. acquired all the shares of the company, and the company then passed a special resolution altering its articles in such a way that thenceforward Federated Foundries had the power by its own act to remove any director of the company. Subsequently, Federated Foundries removed Shirlaw from his position as a director of the company under this power, thus terminating his appointment as managing director, whereupon Shirlaw brought an action against the company for wrongful repudiation of the service agreement, and against Federated Foundries for inducing that breach of contract.

As I pointed out when last referring to this case, some of the members of the House of Lords took the view that there was an express term to be found in the agreement that during its continuance neither side would do any act permitted by the articles that would have the effect of preventing its being carried out, and other members preferred the view that such a term was to be implied in the agreement, but was not expressed. It is, I think, fair to say, however, that they would all have agreed that Shirlaw would have been guilty of a breach of contract if he had given notice vacating his office of director and so put an end to the agreement, and that the company would equally have been guilty of a breach if it had passed an extraordinary resolution removing Shirlaw from his position as director and so, equally, preventing the agreement from being carried out.

It is, however, apparent that this term, that neither party should do anything inconsistent with the agreement, is subject to certain limitations. Lord Romer, at p. 731, said, for instance: "... the principle 'that an implied engagement exists, to do nothing to put an end to the circumstances under which the agreement can be performed)' is one that is founded on good sense and is therefore to be applied in any particular case only so far as in the circumstances of the case, good reason and good sense may require. It would be impossible, for instance, to suppose that the respondent committed a breach of an implied obligation under the agreement if he were to compound with his creditors or be convicted of an indictable offence. It would equally be impossible to suppose that" (the company) "committed a breach of any implied obligations if the respondent were made bankrupt on their petition ..."

Similarly, Lord Porter, who belonged to the express term school of thought, pointed out that the agreement would be brought to an end if Shirlaw became bankrupt or fulfilled any of the other conditions which would involve him vacating the office of director, but says that in none of those events would either party be liable to an action for breach of contract, and he puts forward two alternative suggestions why that would be so: (1) On the ground that the agreement incorporated the articles, except where its terms were inconsistent with them, or (2) that vacation of the office of director in such cases should be regarded as not being due to the intervention of either party.

The result, therefore, seems to be that where there is a binding contract for the service of a managing director for a definite period an act by either party to the agreement directly intended to have the effect of removing the managing director from his position as director and so making the agreement impossible to be fulfilled constitutes a breach of the agreement, but if the act is primarily directed to some other purpose, e.g., taking advantage of the bankruptcy laws, then it would not constitute a breach. It was in this case held by all the members of the House that the alteration in the articles effected by the company did not constitute a breach of the service agreement, although that alteration subsequently made it possible for the operation of the agreement to be determined by the action of a third party. On this point Lord Romer said that when the company "exercised their statutory right of altering their articles of association, they committed no breach of any implied obligation that they were under towards the respondent even though one of the indirect and unintended consequences of the alteration was that the respondent was removed from his directorship."

It was, however, held by the majority of the House that the company had committed a breach of the agreement by the removal of Shirlaw from his position as director and that notwithstanding the fact that the company were purely passive in the affair and the real actor was Federated Foundries which was not a party to the contract. Lord Maugham held that as the act of removing Shirlaw from the office of director was wholly that of Federated Foundries it could not be said that the company had committed any breach, and Lord Romer took a similar view. The reasons of the majority of the House who held the view that the removal of Shirlaw constituted a breach of the agreement on the part of the company, are not at all easy to understand, but Lord Wright's view, which I do not think is quite the same as the others, is that in this case there was an agreement for employment prematurely terminated and not by Shirlaw, and the onus of showing that the termination was justified was on the company. As the company were a party to the agreement and had apparently broken it, they could not say that the breach was really caused by the act of a third party, and any arrangements they might

have made with that third party were, as far as Shirlaw was concerned, *res inter alios acta*.

Fortunately, the question is not one of any great general importance, as it is comparatively rare for companies to delegate their powers of appointing and removing directors or similar powers to outsiders. I doubt, however, whether this case can be regarded as finally settling the question of the effect of a company's acts which are brought about solely by a third party under a power given it by the company.

A CONVEYANCER'S DIARY

THE STATUS OF GERMANY

In a recent procedure summons, *Netz* v. *Ede*, Wynn Parry, J., had to consider the position of a German in this country whom the defendant, the Home Secretary, was alleged to have threatened to deport. The plaintiff pleaded in his statement of claim that he had no opportunity of hearing the charges made against him or of meeting them, and he asked for an injunction restraining the defendant from deporting him. The defendant took out a summons under Ord. 25, r. 4, of the Rules of the Supreme Court, asking that the statement of claim should be struck out on the ground that it disclosed no reasonable cause of action, and that the action appeared to be frivolous or vexatious. The learned judge held that, since the statement of the claim contained an allegation that the plaintiff was a German national, the plaintiff had put himself in the position of an enemy alien; further, that an enemy alien could be deported in exercise of the prerogative without any grounds being given. His lordship intimated that to deport such a person was, indeed, a lesser thing than to intern him; it is well known, of course, that an enemy alien can be interned under the prerogative. In the course of argument, however, leading counsel for the plaintiff intimated that the allegation that the plaintiff was a German national had been made *per incuriam*, and that he desired an opportunity to argue that, although the plaintiff had been a German, he was not so any longer owing to the dissolution of the German State. He further said that he desired to argue that this country is not at war with Germany, since there is no longer any such State. His submission followed the line suggested in this column on three occasions in 1945, to which reference was made. The learned judge, having decided that the statement of claim as it stood must be struck out, acceded to this argument to the extent of giving the plaintiff liberty to file a fresh statement of claim. It does not follow, of course, that the submission in question will succeed. All that is in issue upon a summons under Ord. 25, r. 4, is whether it might succeed. Presumably, the case will go further and more will be heard of this point.

It will be remembered that in my earlier "Diaries" on this subject, I suggested that it would be much in the public interest for the Government to issue a clear statement whether we are at war with Germany or not. Not only do questions about the persons of enemy aliens depend upon the answer, but substantial parts of the Trading with the Enemy legislation do so too. Thus, under s. 2 (1) (*d*) of the Trading with the Enemy Act, 1939, a company incorporated under the laws of a State at war with His Majesty is an enemy. For example, a South American branch of a German bank is an enemy under this part of the definition if, but only if, His Majesty is at war with Germany. For some other purposes of the Trading with the Enemy Act, the point is of less importance, since a Defence Regulation has extended the definition of enemy territory to include territories which were in September, 1944, under the sovereignty of a State with which His Majesty was then at war. The whole matter needs clarification, however, and *Netz* v. *Ede*, shows that it is one of considerable public importance.

CHARITABLE DEVISES

Before the Mortmain and Charitable Uses Act, 1891, land could not be assured by will to or for a charitable use. By s. 5 of that Act, however, such assurances are permitted, but the section continues, "except as hereinafter provided, such land shall, notwithstanding anything in the will contained to the contrary, be sold within one year from the death of the testator, or such extended period as may be determined by the High Court, or any judge thereof sitting at Chambers, or by the Charity Commissioners." The jurisdiction of the court to extend the time may be exercised when and so often as the circumstances render it desirable (*Re Sidebottom* [1901] 2 Ch. 1). Clearly, however, any such order must be made before the expiration of the year or the expiration of any period comprised in a prior extension.

Under s. 6 it is provided that so soon as the time limited for any such sale shall have expired without completion of the sale "the land unsold shall vest forthwith in the Official Trustee of Charity Lands, and the Charity Commissioners shall take all the necessary steps for the sale . . . of such land, to be effected with all reasonable speed by the administering trustees for the time being thereof . . ." It is further provided by s. 8 that the court or a judge or the commissioners shall have power "if satisfied that land assured by will to or for the benefit of any charitable use . . . is required for actual occupation for the purposes of the charity and not as an investment, by order to sanction the retention . . . of such land." Finally, in the event of a sale under s. 6, the Charity Commissioners have power to direct the payment of the proceeds of sale to the Official Trustees of Charitable Funds in trust for the charity.

All these provisions were, of course, enacted before 1898, at which date, for the first time, the legal estate in land of a testator or intestate vested on his death in his personal representatives. In the first period after the Land Transfer Act, 1897, which made this change, the assent of a personal representative might be oral or implied. As is well known, since 1925, s. 36 of the Administration of Estates Act requires that an assent shall be in writing. By s. 44 of that Act a personal representative is not bound to distribute the estate of the deceased before the expiration of one year from the death. It follows from that section that a devisee cannot call for an assent until one year and one day after the death (and not even then if there is a good ground for keeping the administration open); but if the devisee is a charity the land given to it must be sold on or before the last day of the year following the testator's death. These provisions seem to be somewhat unsatisfactory: the Act of 1891 has not been brought into relation with the modern system of devolution on death. Presumably, the charity would be entitled under s. 6 or s. 8 of the Act of 1891 to ask for the directions of the court without the legal estate having actually been vested in it. What is not so clear is whether an assent in favour of a charity made after the end of the year is good. In favour of a purchaser an assent is, no doubt, sufficient (though not "conclusive") evidence that it is made in favour of the right person (A.E.A., s. 36 (7)). But a purchaser cannot rely upon the assent if he is on notice that there is something wrong with it; see *Re Duce and Boots' Contract* [1937] Ch. 642. One is on notice as to the effect of the Act of 1891 in divesting the title of the personal representatives. Accordingly, I should be somewhat reluctant to advise a purchaser to accept a title which, at its last previous change, depended on an assent made in favour of a charity by the personal representatives of a person who had died more than a year before the assent. No doubt the assent would be valid if there was evidence also of an order of the Court or the Charity Commissioners, but, in the absence of such an order I should not be inclined to advise a purchaser to rely on the title.

This is merely another example of the very unsatisfactory

condition of the law relating to land given or belonging to charities. Another and even more obscure type of difficulty attends the land of "mixed charities." Above all, there is the utmost difficulty and obscurity in the concept of "charity" itself under English law. Would it be too much to hope that, among the other reforms which are occupying so much attention, the Law Revision Committee might be asked to bring order into this lamentable confusion?

LANDLORD AND TENANT NOTEBOOK

SUB-TENANCY TO EXCEED TERM

THE result of *Milmo* v. *Carreras* [1946] W.N. 39 (C.A.) might be described as another illustration of the maxim "*Nemo dat quod non habet*" or of the more homely "you can't get a quart out of a pint pot." The plaintiff, holding a seven years' lease, due to expire on 29th November, 1944, agreed in writing in October, 1943, to let the premises (a flat) to the defendant for one year from 1st November, 1943, and thereafter quarterly. All went well until 1945, when the plaintiff gave the defendant a quarter's notice to quit with which the latter did not comply. The plaintiff sued for possession (the premises were controlled), and the county court judge held that no order could be made as the head lease had come to an end. The Court of Appeal agreed, taking the view that, when by a document in the form of a sub-lease a lessee transferred to a third party an estate as great as, or greater, than he himself held he from that moment was a stranger to the land, and as there was no privity of estate there was no relationship of landlord and tenant between the parties to the action; and the effect of the covenant to deliver up (which was no doubt stressed in argument) was that the defendant had covenanted to deliver up to whoever held the reversion when the alleged sub-term expired.

The question is, I venture to suggest, not as simple as it looks, and cannot always be answered by drawing attention to the Latin maxim or English proverb mentioned in my opening sentence. When one looks at the authorities one finds at least an apparent conflict here and there; on analysis, I think this will be found due to at least three circumstances distinguishing the position from the more simple situations envisaged. In those, two persons only are concerned; no questions about the difference between a term of years and a periodic tenancy or about distraint and other incidents peculiar to the relationship of landlord and tenant can arise, and, what is important in some cases, the effect of a transaction in which land and not liquids is concerned may depend on the observance or non-observance of prescribed formalities.

One of the cases showing what may happen, and which was relied on with or without success in subsequent litigation, was *Poultney* v. *Holmes* (1720), 1 Str. 405; the learned reporter himself appeared for the plaintiff, who had accepted a grant of a sub-lease from the defendant expressed to terminate with the expiry of the latter's lease. It is mentioned that the defendant reserved the same rent as he paid, but this does not appear to have been relevant to the issue, which was one of trespass. The claim succeeded by virtue of the argument that the instrument gave the reversion to the lessee, not to the (superior) lessor. It was conceded that the lessee could not have distrained for rent, as he had no reversion, but not conceded that he could not have sued for rent. I would suggest that in effect the argument was that the defendant was held to be estopped from relying on his absence of title; having purported to grant an underlease, he could not be heard to say that the plaintiff had no title; estoppels being mutual, the plaintiff also could not have been heard to say that he owed no rent to the defendant; but the question of distress, an extra-legal remedy not created by the contract or grant, would be on a different footing. But doubt was cast upon this authority in *Barrett* v. *Rolph* (1845), *infra*, and it is not possible to reconcile the argument that rent could have been sued for with the decision in *Langford* v. *Selmes*, *infra*, in which it was held that there was such a transaction created no estoppel.

In the meantime a point raised on pleadings gave us the decision in *Pike* v. *Eyre* (1829), 9 B. & C. 909, which is authority for the proposition that a yearly tenant may validly sub-let from year to year, the effect being that the sub-tenancy will terminate with the head tenancy if not determined by notice to quit before. Next year came *Curtis* v. *Wheeler* (1830), Moo. & M. 493, a replevin action, which decided that a yearly tenant in a similar position had a right to distrain for rent.

Barrett v. *Rolph*, *supra*, introduced the question of formalities; in this case a tenant purported not to sub-let, but to assign the residue of his term; but no documents were executed. It was argued that, the residue being less than three years, the court might treat the transaction as the grant of an underlease; but as this would create a smaller interest than had been intended the suggestion was declined.

These cases came up for review in *Pollock* v. *Stacy* (1847), 9 Q.B. 1033, in which the plaintiffs, lessees of a house for a fixed term expiring on a 13th December, had purported to sub-let part of it from a date in May until the 13th December at a weekly rent. In June, the defendant had himself purported to give one week's notice to quit, and the action was brought for use and occupation since. The contention put forward on his behalf amounted to impugning the whole transaction; it was argued that in the absence of writing, there was no assignment, and as the whole of the term had been disposed of, it was assignment or nothing. This time the court practically refused to compare the interests in point of size. The line taken was that both parties had intended to enter into an underlease; the reason why the law insisted on formalities in the case of assignment was the importance of the rights and duties which arose from such a transaction, but there was no reason why these considerations should apply to an intended letting.

But then came *Langford* v. *Selmes* (1857), 3 K. & J. 220, a Chancery case. A 99-year lease had been granted in 1823, the lessee having an option to purchase the freehold within the first 20 years. In 1833 the then lessees granted an underlease for all but six months longer than the residue, shortly after which their successor exercised the option. On his death sale was ordered by the court, and particulars described the property as a freehold ground rent, and placed the date of the expiration of the lease at the date expressed by the underlease. A purchaser having refused to complete, it was held, in a reserved judgment, that he was justified; the lessee had parted with the whole of his interest, with the result that the supposed underlessee held direct of the freeholder, and as to estoppel, when a deed operated the principle did not apply. So the purchaser would have neither a right to distrain nor any other right to the rent reserved by the alleged underlease.

Bearman v. *Wilson* (1868), L.R. 4, C.P. 57, dealt another blow, though not, I think, a mortal one, at *Pollock* v. *Stacy*. The claim was for dilapidations and was brought against the representative of assignees of the original term who had purported to underlet to a third party for a term expiring with the original term. It was held that the assignees had thereby assigned, and in so far as *Pollock* v. *Stacy*, the facts of which were characterised as peculiar, was distinguished, it was done in this way: In that case the so-called underlease could not (for want of form) operate as such.

I think this last-mentioned contribution fairly gives us the position as far as ascertained; if a tenant purports to sub-let for the rest of his term or more, the transaction may for some purposes be treated as the grant of a sub-tenancy as between the parties if, by reason of the absence of formal evidence, the (head) landlord could not treat it as an assignment. Those purposes at least include the right to rent, though not perhaps the right to distrain for rent; they do not include a right to delivery up, even if the premises are controlled. But there is still doubt on certain points, e.g., when an underlease for more than the term, granted by an assignee, reserves a different rent from that of the lease, what amount is payable by the intended sub-lessee who finds he is an assignee? *Semble*, when covenants differ?

TO-DAY AND YESTERDAY

March 18.—The case of *Southey* v. *Sherwood and Others* (1817), 2 Mer. 435, tells of an episode in a poet's life. In 1794, when Robert Southey was a young man of about twenty, he composed a poem called "Wat Tyler," which a friend took to London for the consideration of a publisher. The idea got shelved, the author forgot to ask for his manuscript back. Then in 1817 he heard that some totally different publishers had issued it, though he had never assigned the copyright to anyone. This was most awkward for young Southey had been an ardent republican and "Wat Tyler" was decidedly subversive, but the older Southey had become a sincere Tory and since 1813 had been poet laureate. He accordingly went to the Court of Chancery to restrain the publication, and on 18th March, 1817, the case came before Lord Eldon. The defendants, represented by Sir Samuel Romilly, pleaded that the work was of a libellous tendency and that there could be no copyright therein.

March 19.—On the following day, 19th March, the Lord Chancellor, having read the book, held that he could not grant an injunction until after Southey should have established his right to the property by an action.

March 20.—The fate of Arnold Powel, a man of bad character, illustrates the methods of Jonathan Wild, the notorious king of the underworld. Powel being in Newgate awaiting trial for a robbery, Wild approached him with an offer to save his life in return for a considerable sum of money. The proposition was rejected, but Powel was acquitted. Wild, however, did not forget, and, having heard that he had committed a burglary in the house of a Mr. Eastlick, he gave the gentleman the information and caused him to prosecute. This time Powel sent for Wild and agreed to his terms. Accordingly, on the approach of the Old Bailey sessions, Wild led the prosecutor to believe that the trial would not come on for a couple of days, so that he was absent when the prisoner was put to the bar. No one appearing to support the case against Powel he was acquitted but, there being another indictment against him, he was retained in custody until the next sessions. Mr. Eastlick, whose recognisances had been estreated, meanwhile told the court how he had been misled, and Wild was severely reprimanded. At the next sessions Powel was convicted. He was executed on 20th March, 1717.

March 21.—On 21st March, 1552, Sir Roger Cholmley, Chief Baron of the Exchequer, became Chief Justice of the King's Bench. He witnessed Edward VI's will attempting to exclude Mary from the succession, and when she came to the throne he was committed to the Tower for six weeks and heavily fined. He was later restored to favour but not to the bench.

March 22.—Cardinal Kempe, Archbishop of Canterbury, died on 22nd March, 1454. He had been twice Lord Chancellor, first from 1426 to 1432, and again from 1450 until his death.

March 23.—In 1506 Gray's Inn passed out of the hands of the family of de Grey of Wilton, but the new owners did not long retain it, for in 1516 they sold it to the Priory of Jesus of Bethlehem at Shene. On the dissolution of the monasteries in 1539 the rent of £6 13s. 4d. due from the Inn became payable instead to the Crown against which, however, the Inn had a claim for £7 13s. 4d. a year, hitherto paid by St. Bartholemew's Priory, Smithfield, for the provision of a chaplain, under an arrangement made in 1315 by John de Grey. Under the Commonwealth in 1651–52, the benchers carried through negotiations with the Committee of Public Revenue to arrange that the two debts should be exchanged for each other. The arrangement concluded was embodied in a deed of conveyance dated 23rd March, 1652. At the Restoration the Crown repudiated the transaction, and it was not until 1734 that the society was able to buy up the fee farm rent and extinguish the debt.

March 24.—Martin Wright, born on 24th March, 1691, became a Baron of the Exchequer in 1739, and a judge of the King's Bench in 1740.

Warning Flag

I was asked recently whether it was true that until 1898 the law required a motor-car to be preceded by a man with a red flag. It is not quite true. By the Locomotives Act, 1865, s. 3, "every locomotive propelled by steam or any other than animal power" on a public highway was to be in charge of at least three persons, one of whom "shall precede such locomotive on foot by not less than sixty yards and shall carry a red flag constantly displayed." A paragraph substituted by s. 29 of the Highways and Locomotives (Amendment) Act, 1878, reduced the distance to 20 yards, omitted mention of the flag and required the person preceding the locomotive in case of need to "assist horses and carriages drawn by horses passing the same." The Locomotives on Highways Act, 1896, exempted light locomotives under three tons and the Locomotives Act, 1898, repealed the provision altogether. Finally, in the Motor Car Act, 1903, the motor car, defined as having the same meaning as light locomotive, makes its bow in the statute book.

Reflex Action

From Madras comes the report that during the recent demonstrations there an Indian was killed when a High Court judge fired his revolver at a crowd which was stoning his car. The incident somewhat recalls the misfortune which befell Dr. Johnson's friend Joseph Baretti in the Haymarket in 1769. He was a quiet, peaceable, studious man, rather short-sighted. He had spent the fatal day first correcting his English and Italian dictionary, and then at the club of the Royal Academicians in Soho, after which he had called at the Orange Coffee House for letters. In the Haymarket he was accosted by a woman who struck him. He retaliated with a blow on the hand and a few angry words. She raised her voice, calling him a Frenchman and adding several opprobrious epithets. A man gave him a blow with his fist, asking how he dared strike a woman. A hostile crowd gathered, jostled him, pushed him off the pavement and chased him into Panton Street and Oxenden Street, where he found refuge in a shop. In his flight he struck out blindly when his hat was knocked off. Unluckily he had a small pocket-knife in his hand which pierced a man in a vital part and killed him. Thus Baretti found himself arrested on a charge of murder. His friends flocked to help him, including Johnson, who nevertheless took the thing philosophically. Boswell: "But suppose, now, sir, that one of your intimate friends were apprehended for an offence for which he might be hanged?" Johnson: "I should do what I could to bail him and give him any other assistance, but if he were once fairly hanged I should not suffer." Boswell: "Would you eat your dinner that day, sir?" Johnson: "Yes, sir, and eat it as if he were eating with me. Why, there's Baretti, who is to be tried for his life to-morrow; friends have risen up for him on every side; yet if he should be hanged, none of them would eat a slice of plum pudding the less. Sir, the sympathetic feeling goes a very little way in depressing the mind." Baretti was tried at the Old Bailey before Bathurst, J., and acquitted. Johnson, Burke, Garrick, Goldsmith and Reynolds gave evidence as to his good character. "Never," says Boswell, "did such a constellation of genius enlighten the awful Sessions House . . . Johnson gave his evidence in a slow, deliberate and distinct manner which was uncommonly impressive." So Baretti, a stranger in this country, "destitute of national interest and connection in it, could alone from the unblameable tenor of his life" procure such testimonials.

COUNTY COURT LETTER

The Definition of a Sub-Tenancy

In *Kitson* v. *Shakespeare*, at Hereford County Court, the claim was for possession of No. 15, Highmore Street, Hereford. The plaintiff's case was that he was originally tenant of the house from his uncle by marriage, a Mr. Stanley, who bought the house to provide a home for the plaintiff's mother. On her death, the plaintiff became tenant, and he let part of the house (with joint use of bathroom, kitchen, etc.) to the defendant. The plaintiff had paid the rent, viz., 14s. 3d. a week, to his uncle and had also paid the rates in his own name. Owing to friction in the household, the defendant was given notice to quit. His rooms were not a separate dwelling, and, in view of the decision of the Court of Appeal in *Neale* v. *Del Soto* [1945] 1 K.B. 144, the plaintiff was entitled to possession. The defendant's case was that, in the days when plaintiff was a single man, the house was let to the defendant at 22s. a week. The plaintiff at that date proposed to live next door, and in the meantime it was arranged that he should lodge with the defendant on payment of 11s. a week. In cross-examination it was admitted that letters from the landlord (Mr. Stanley) to the defendant had emphasised that the plaintiff was the tenant of the house. His Honour Judge Langman held that Mr. Stanley was the landlord and had let the house to the plaintiff and not to the defendant. The latter was not a protected sub-tenant, and an order was made for possession in six weeks, with costs.

CORRESPONDENCE

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Magistrates' Courts : An Uninformed Criticism

Sir,—As my sixth appearance in the local court becomes imminent, I am forced to admit that my experience of magistrates' courts is worth very little. However, these are the thoughts of a youngish advocate in mufti, with memories of well over a hundred military courts.

Why such a delay in the hearing of cases ? In my last case, police inquiries had been completed for more than a month. I had to wait my turn with offenders who had ridden a bicycle without a rear lamp three weeks previously. In military law, when a man is tried summarily, he is " up before the C.O." certainly within forty-eight hours. And, in simple cases, a court martial has dealt with him in less than a fortnight. Any undue delay in the preparation of a case for trial means trouble from higher authority ; and the preparation of a satisfactory " delay report " has brought sweat to the brows of adjutants more hard-bitten than ever I was.

In the Army a defending officer did know what he was up against. A summary, or abstract, of evidence is supplied in each case, and the defending officer has access to all exhibits—even to the accused's conduct sheet. But practising in the magistrates' court means that the advocate must remain in the dark until the police actually call their evidence. Thus I had to defend a juvenile who was charged with stealing various articles. Had the trial taken place under military procedure, I should at least have known (*a*) which of the articles were to be produced as exhibits, and (*b*) the substance of the juvenile's " confession." As it was, until the police superintendent sat down, I had no knowledge of the extent of his case.

A further criticism is on the presentation of evidence as to character. In the Army a man's character, so far as his judges are concerned, consists of his age, his length of service, his decorations, and his previous convictions. For the prosecutor to adduce evidence that " the accused is a plausible liar," or that " nothing can be said in his favour," would, in military law, be highly improper. But in one case in the magistrates' court I heard a statement being received that an offender had been employed in a hotel, but had been " instantly dismissed " That, no doubt, proved his inherent dishonesty ; but, for all I know, it might have been leprosy or lice.

I miss the clarity of the Rules of Procedure laid down in the " Manual of Military Law." There an advocate is permitted to address the court after calling his evidence ; in the magistrates' court it is a matter of grace and not of right.

My short experience of life in a magistrates' court has not brought even a suspicion of a miscarriage of justice. That I must make perfectly clear. In each case the finding has been a fair one and, where the charge has been proved, the sentence has been reasonable. And yet there is something to be said for the feeling of certainty which an advocate comes to recognise in the Army's closely supervised, highly codified system of justice.

SUBSCRIBER.

OBITUARY

MR. H. J. ARUNDEL

Mr. Herbert John Arundel, solicitor, of Messrs. Challinors and Shaw, solicitors, of Leek, Staffs, died on Tuesday, 5th March, aged fifty. He had been Clerk to the Justices of the Leek (Staffordshire) Division since 1929, and was admitted in 1922.

MR. A. A. BETHUNE

Mr. Arthur Anderson Bethune, barrister-at-law, died on Sunday, 10th March, aged eighty-seven. He was called by the Inner Temple in 1886, and was also a member of the Middle Temple.

MR. C. HATT

Mr. Cecil Hatt, solicitor, of Wallingford, Berks, died on Wednesday, 6th March, aged sixty-one. He was admitted in 1907.

MR. E. J. HAYWARD

Mr. Edward John Hayward, C.B.E., Clerk to the Cardiff Bench of Magistrates since 1918, died on Wednesday, 13th March, aged sixty-eight. He was editor of " Stone's Justices' Manual " from 1941. On six occasions he had been President of the Incorporated Justices' Clerks Society of England and Wales. In 1922 he was appointed to the Home Secretary's Advisory Committee on the development of the probation system in England and Wales.

NOTES OF CASES

COURT OF APPEAL

Mist *v.* Toleman & Sons

MacKinnon, Tucker and Bucknill, L.JJ.

7th December, 1945

Factories—Defective ventilation—Coughing caused by excessive dust—Development of tuberculosis in employee—Burden of proof—Liability—Factories Act, 1937 (1 *Edw.* 8 & 1 *Geo.* 6, c. 67).

Appeal from Uthwatt, J., sitting as an additional judge of the King's Bench Division.

The plaintiff entered, at the end of December, 1943, the employment of the defendant firm, whose factory was installed in temporary premises, and Uthwatt, J., found, as a fact, that it was not so equipped with exhaust appliances as to comply with s. 47 of the Factories Act, 1937. The plaintiff was engaged on a process resulting in the giving off of much dust. After he had been working at the defendants' factory for just over a month, he developed tuberculosis. The medical evidence was that his lungs were infected with the microbe of tuberculosis at least six months before he entered the defendants' employment ; that the active disease had developed by the beginning of February, 1944 ; that dust by itself did not cause an inherent liability to tuberculosis due to previous infection to develop into a condition of active disease, such a deterioration being in general due to exertion or exercise, and such as could result from that cause also in perfect atmospheric surroundings ; and that the exertion of coughing, among other exertions, might cause the disease to break out actively, dust in the atmosphere being a possible cause of coughing. Uthwatt, J., held that there were, besides dust in the factory, many other possible causes of his coughing, and that he accordingly had not discharged the burden of proving that his disease was caused by the defendants' breach of s. 47 of the Act of 1937. He dismissed the action, and the plaintiff appealed.

MACKINNON, L.J., said that counsel for the plaintiff had relied strongly on *Tyner* v. *Waldenberg Brothers, Ltd.* (1945), 61 T.L.R. 545. The contravention there was of the Woodworking Regulations, whereby a guard had to be fitted over a circular saw to prevent the operator from cutting his fingers against the saw. Scott, L.J., there said (at p. 546), that if there were a definite breach of a safety provision and a workman were injured in a way which could result from the breach, the burden of proof was shifted to the employer to show that the breach was not the cause. It was argued for the plaintiff that that was applicable to any contravention of the Act of 1937, and that, as there had been a breach of s. 47 and the dust which existed could have resulted from that breach, the onus of proving that it did not result from it was on the defendants. In his (his lordship's) opinion, that argument was a misapplication of Scott, L.J.'s, words. The particular statutory direction there was that a guard should be in a certain position to prevent a workman from cutting his fingers. There was no possibility of his fingers being injured by any other agency than the circular saw, and Scott, L.J., had in mind the absence of a guard to prevent that chain of cause and effect. The outbreak of tuberculosis, however, was not the very thing which s. 47 was designed to prevent. Its object was to provide against every possible uncomfortable or injurious effect of the presence of dust. Dust was a factor which might cause coughing, which coughing might, among many things, bring about tuberculosis. In those circumstances, the onus of disproving that dust was the actual or a contributory cause of the plaintiff's disease remained on him. On the evidence, the plaintiff had not established his cause of action, and the appeal failed. TUCKER, L.J., agreed.

BUCKNILL, L.J., dissenting, said that, in his opinion, the evidence ought to have satisfied Uthwatt, J., that the coughing had a great deal to do with the matter, and indicated that it probably contributed to the flare-up. The plaintiff had proved three things : first, a clear breach of the statutory duty not to allow excessive dust in the factory ; secondly, that he coughed badly during the thirty-eight days when he was working there, the cough being caused by excessive dust ; and thirdly, that the cough, like every physical exertion, was likely to cause a flare-up of the disease. Having proved those things, he had established a cause of action. He had proved negligence and damage, and the fact that he might have had a flare-up at any time went, not to liability, but to damages. He was a damaged article, but might well never have had a flare-up but for the coughing caused by the defendants' negligence.

COUNSEL : *Edgedale ; Beney*, K.C., and *Armstrong-Jones*.

SOLICITORS : *Shaen, Roscoe & Co. ; Hewitt, Woollacott and Chown*.

Reported by R. C. CALBURN, Esq., Barrister-at-Law.

APPEAL FROM COUNTY COURT

Deyong *v.* **Shenburn**

Lord Greene, M.R. and du Parcq and Tucker, L.JJ.
16th January, 1946

Master and servant—Employment in theatre—No duty to safeguard employee's property against theft—No such duty implied in the duty to provide safe system of working.

Plaintiff's appeal from a decision of the learned county court judge at Westminster County Court, in an action for damages for failure of the plaintiff's employer to use reasonable care of the plaintiff's clothing and goods.

The plaintiff was an actor and the defendant a theatrical producer. By a contract between them by letter, the defendant agreed to employ the plaintiff in a pantomime at his theatre as a dame, subject to one week's rehearsal free of salary, and to transfer to any other theatre.

A part of his pantomime costume and some of his clothes were stolen from his dressing-room at the rehearsal. At the material time, there was no one to look after the stage door and no satisfactory lock on the dressing-room door. The plaintiff shared the dressing-room with another actor. The learned county court judge found that the defendant did not take reasonable care for the safety of the goods of the plaintiff, but that he was under no duty so to do. He said that the contract was one of service, and held that the authorities made it plain that there was no obligation on a master to take care of the safety of his servant's goods except as to certain matters specified in the decisions or prescribed under statute or by custom (*Coles* v. *de Trafford* [1918] 2 K.B. 523), nor was there ground for implying such a term. He accordingly gave judgment for the defendant.

DU PARCQ, L.J., said that there was a convenient summary of the law in the speech of Lord Maugham in *Wilsons and Clyde Coal Company Ltd.* v. *English* [1938] A.C. 57. It must be conceded that the duty of the employer to provide a safe system of working was in order to secure the personal safety of the workman. If, through a breach of that duty, a workman was not only injured in his person but suffered damage to his clothing, the damage to the clothing could properly be included in the damages. But it did not follow that there was a duty on the employer to take steps to safeguard the workman while in his employ against loss through the wrongful act of a third person. There was no such duty on an employer by reason of *McAlister* or *Donoghue* v. *Stevenson* [1932] A.C. 562. *Priestley* v. *Fowler* (3 M. & W. 1) showed that in earlier times the courts would have thought such a claim to border on the ridiculous, and the law was no different to-day. The defendant's obligation was to provide a reasonably suitable dressing-room, but not to guard against theft.

TUCKER, L.J., and Lord GREENE, M.R., concurred.

COUNSEL: *Gilbert Beyfus*, K.C., and *T. Elder Jones*; *R. F. Levy*, K.C., and *M. Levene*.

SOLICITORS: *Clare and Clare*; *Hart Leverton & Co.*

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

CHANCERY DIVISION

***In re* Stapleton; Stapleton *v.* Stapleton**

Roxburgh, J. 14th January, 1946

Infant—Residue settled—Direction to pay annuity to widow—Balance of income to be accumulated—On death of widow life interest to infants—Whether statutory power of maintenance applicable—Trustee Act, 1925 (15 Geo. 5, c. 19), s. 31.

Adjourned summons.

The testator, who died in 1943, gave his residuary estate to his trustees upon common form trusts for sale and investment. He directed them to pay out of the income of the residuary estate £200 a year to his wife during widowhood and to accumulate the balance of income, which was to form part of residue. After the death of the widow, he directed his trustees to pay the income of his residuary estate equally between his children, O and J, during their lives and to the survivor of them. The testator was survived by his widow and his children O and J, who were under twenty-one years of age. This summons was taken out on behalf of O and J, asking whether the trustees of the will had power under s. 31 of the Trustee Act, 1925, to apply surplus income for their maintenance.

ROXBURGH, J., said that the interests of the infants were admittedly contingent, and therefore s. 31 of the Trustee Act, 1925, according to subs. (3), only applied if the trust carried the intermediate income and so far as, under s. 69, a contrary intention was not expressed by the will. It was argued that the court did not regard a direction to accumulate income as necessarily inconsistent with an intention to allow maintenance: *In re Collins*, 32 Ch. D. 229. Further, that the statutory power was available when the income would go along with the capital if and when the capital vested: *In re Boulter* [1918] 2 Ch. 40. However, he felt bound by the decision of Clauson, J., as he then was, in *In re Reade-Revell* [1930] 1 Ch. 52, where it was held that the trust did not carry the intermediate income on account of a direction to accumulate. In *In re Leng* [1938] Ch. 821, Simonds, J., as he then was, was not dealing with the specific direction to accumulate and he found himself able to distinguish *In re Reade-Revell, supra*. He would declare that the trustees were not authorised by s. 31 of the Trustee Act, 1925, to apply surplus income for the infants' maintenance.

COUNSEL: *J. W. Brunyate*; *G. C. D. S. Dunbar*; *Montgomery White*.

SOLICITORS: *Bridges, Sawtell & Co.*, for *Percival & Son*, Peterborough.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

***In re* Parrott's Will Trusts; Cox *v.* Parrott**

Vaisey, J. 18th January, 1946

Will—Name and arms clause—Condition requiring legatee to change Christian and surnames—Validity.

Adjourned summons.

The testator, who died in 1938, after giving a life interest to his wife, directed his trustees "to stand possessed of the capital and income of my residuary estate in trust for the said Tim Spencer Cox if and when he shall attain the age of twenty-one years and provided he shall within six months from the date of my death or his attaining the age of twenty-one years by deed poll assume the name of Walter Tim Spencer Parrott and provided he shall assume take or otherwise use my family crest and coat of arms interspersed with the crest and coat of arms of the Burgoyne family the baronetage of which was created in 1641 and which became extinct on the death of the tenth and last baronet Sir John Montagu Burgoyne in 1921." By cl. 10, he provided that in the event of Tim Spencer Cox not complying with the condition his trustees should hold the residue upon trust for the daughter of his brother. Tim Spencer Cox having attained twenty-one on the 9th August, 1945, by this summons asked what steps, if any, he ought to take to comply with the condition.

VAISEY, J., said that in his opinion the testator's intention was that the plaintiff was to change his name in a twofold sense: first, his compound baptismal name of Tim Harrington Spencer was to be abandoned in favour of the new compound name of Walter Tim Spencer; and, secondly, the surname of Cox was to be altered to that of Parrott. There would be no difficulty about the second part of the change, but he held the first part was impossible. Nobody could alter or part with a Christian name by deed poll. There were only two, or possibly three, ways in which a Christian name might be legally changed. First, it might be assumed by the omnicompetence of Parliament. Secondly, it might be changed at confirmation (Phillimore's "Ecclesiastical Law," 2nd ed., vol. I, p. 517). He had known cases in recent years where this power had been exercised. The bishop's power was discretionary and was only exercised for what he regarded as a good and sufficient reason. The power was said to have originated in the need for getting rid of *lasciva nomina*, that was names possessing some improper connotation which had been given in baptism incautiously or had subsequently acquired such a connotation. A third method by which a Christian name might be altered was under the power to add a name when a child was adopted, but the precise quality of such an added name he thought was open to doubt, for no one in strictness could possess more than one Christian name, whether it consisted of one word or several. His lordship, having considered the second proviso, held that it was void for uncertainty, and he accordingly declared that the plaintiff was absolutely entitled in reversion to the residuary estate expectant on the death of the testator's widow and was under no obligation to change his name or assume the family crest and arms.

COUNSEL: *Heckscher*; *E. J. Bagshawe*; *C. G. Armstrong Cowan* and *Cozens-Hardy Horne*.

SOLICITORS: *Summerhays & Co.*; *Golding, Hargrove & Palmer*.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

KING'S BENCH DIVISION

Mills & Rockleys, Ltd. *v.* **Leicester Corporation**

Lord Goddard, C.J., Humphreys and Henn-Collins, JJ.
29th January, 1946

Local government—Town planning—Interim development scheme—Order by development authority prohibiting use of wall for advertisements—Validity—Town and Country Planning Act, 1932 (22 & 23 Geo. 5, c. 49), s. 47 (1), (8)—Town and Country Planning (Interim Development) Act, 1943 (6 & 7 Geo. 6, c. 29), s. 5 (1).

Case stated by Leicester City Justices.

Leicester Corporation as town planning authority under the Town and Country Planning Act, 1932, and interim development authority under the Town and Country Planning (Interim Development) Act, 1943, resolved to prepare a scheme for an area in which was a house belonging to the appellant company. The company having proposed to use an external wall of the house for the exhibition of advertisements, the authority, who had resolved that, as part of the scheme, the area in question should be protected in respect of advertisement, notified them, in purported pursuance of s. 5 (1) of the Act of 1943, that they intended prohibiting that use of the house as being a "development" not in accordance with the proposed scheme. The justices dismissed the company's complaint against that order, and the company now appealed. By s. 47 (1) of the Act of 1932 a town planning authority may require removal of an advertisement injuring the amenity of land covered by a scheme. By s. 47 (8), except as thus provided by s. 47 (1) in respect of particular advertisements, a scheme may not prohibit "the erection or use of structures . . . for advertising." By s. 5 (1) of the Act of 1943, the interim development authority may prohibit *inter alia* any use of land or building which they consider to be a "development," not in accordance with their scheme.

LORD GODDARD, C.J., said that there was apparently no provision in the Act of 1943 dealing expressly with the inclusion in a scheme of provisions with regard to advertisements; but the Act was wide enough to make it clear that a local authority could say, in preparing a scheme, that a certain part of their district, or the whole of it, was to be protected with regard to advertisements. The words of s. 47 (8) of the Act of 1932 showed clearly that Parliament had chosen to put advertising space or sites in a peculiarly favourable position. Perhaps Parliament considered that sufficient protection was given to a neighbourhood by the power of the local authority to object, under s. 5 (1) of the Act of 1943, to particular advertisements when once they were put up. There was nothing in the Act of 1943 which cut down or limited the emphatic prohibition in s. 47 (8). The order was accordingly invalid, and the company's appeal must be allowed.

COUNSEL: *Lyons*, K.C., and *Stimson*; *R. B. Willis*.

SOLICITORS: *Field, Roscoe & Co.*, for *Stone & Co.*, Leicester; *Field, Roscoe & Co.*, for the *Town Clerk*, Leicester.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Property Holding Company, Ltd. *v.* Mischeff

Henn Collins, J. 28th February, 1946

Landlord and tenant—Rent restriction—Flat—Landlord's provision of certain services and furniture—Whether controlled premises—"Attendance"—"Furniture"—"Substantial portion" of rent—Rent and Mortgage Interest (Restrictions) Acts, 1920 (10 & 11 *Geo.* 5, *c.* 17), *s.* 12 (2) (*i*), *and* 1923 (13 & 14 *Geo.* 5, *c.* 32), *s.* 10.

Action tried by Henn Collins, J.

The plaintiff company claimed from the defendant possession of a flat in London. They had leased the flat at £275 a year to a tenant by a lease which came to an end on 29th September, 1944. The defendant, to whom the flat had been sublet at the same rent, having continued in possession, the plaintiffs contended that he was doing so without title. The defendant contended that, having been in lawful possession of the flat up to the 29th September, 1944, as sub-tenant at £275 a year, he was entitled to remain in occupation after that date as statutory tenant because, as the rateable value of the flat did not exceed £100 a year on the 6th April, 1939, it was controlled under the Rent Restriction Acts. The effect of proviso (i) to s. 12 (2) of the Rent and Mortgage Interest (Restrictions) Act, 1920, as amended by s. 10 of the Act of 1923, is that premises which would otherwise be controlled are not controlled if *bona fide* let at a rent including payments in respect "of . . . attendance or use of furniture," and if "the amount of rent which is fairly attributable to the attendance or the use of the furniture, regard being had to the value of the same to the tenant, forms a substantial portion of the whole rent." (*Cur. adv. vult.*)

HENN COLLINS, J., in a written judgment, said that the hall porters and the refuse-removal provided by the landlords did not constitute "attendance" within the meaning of the Act, since the landlord's only obligation was to use every precaution to employ only a trustworthy and competent person as a resident porter. Such attendance as the porter chose to give to tenants formed no part of that for which the tenant paid his rent. The same applied to the removal of refuse, since, while the plaintiffs' employees removed receptacles to the point of collection by the local authority, that service was not stipulated for in the leases. "Attendance" could not be extended to anything to which the tenant was not contractually entitled. The same applied to servicing, including lighting and heating, of the part of the building common to all tenants. No part of a tenant's rent was attributable to such of the furniture as was used to furnish parts of the building common to all tenants, such as carpets, curtains, etc., for a tenant had no contractual right to insist that they should be there. The articles provided by the landlords in flats, namely, linoleum, a kitchen cabinet, a refrigerator and a fitted bathroom cabinet and mirrors, were not the less furniture because in some degree fixed to the freehold. They were things which the tenants would themselves supply if the landlords did not, and accordingly fell within the word "furniture" as understood to-day. As they would now cost about £200, £30 of the rent, being 15 per cent. of that sum, was fairly attributable to them, and they were of that value to the tenant. Of the total rent of £202 remaining after deduction for rates, £30 was a substantial portion within the meaning of the Acts. The premises accordingly came within the statutory exception and were not controlled, and the plaintiffs were thus entitled to possession.

COUNSEL: *Scott Henderson*, K.C.; *Raeburn*.

SOLICITORS: *Markby, Stewart & Wadesons*; *J. M. Menassé and Co.*

[Reported by R. C CALBURN Esq., Barrister-at-Law.]

SOCIETIES

KENNINGTON LAW CLUB

The fifth meeting of the club was held on Tuesday, 19th February, in the form of a joint moot with Christ Church Law Club. Mr. J. P. Eddy, K.C., Mr. Gilbert Paull, K.C., and Mr. G. O. Slade, K.C., constituted the bench. Mr. L. A. O'Dea (Christ Church), Mr. J. Pickles (Christ Church), Mr. G. Jamieson (Kennington) and Mr. T. Cocking (Kennington) acted as counsel. The case argued involved the question whether one pleading impossibility as supervening cause relieving from the liability of performance of a contract must, where the impossibility arises from physical incapacity arising subsequent to the making of the contract, show that such incapacity is not due to his own negligence.

The club's sixth meeting was held on Wednesday, 6th March, when Mr. C. G. Moran delivered an illuminating and learned lecture on law reporting. Mr. S. N. Grant-Bailey, who presided, emphasised the importance for the preservation of the liberty of the subject and the security of private property, of law reporting continuing to be uncontaminated by any monopoly or system of state licensing.

The club's next meeting is on Monday, 25th March, when Mr. Justice Hilbery delivers an address on "The duty of the advocate to the Court, the professional and the lay client."

All further particulars are obtainable from the assistant hon. secretary, Mr. G. Jamieson, Kennington L.C.C. Institute, Kennington Road, S.E.11.

THE UNION SOCIETY OF LONDON

The Society is resuming its activities after enforced hibernation during the war. The first debate will be held on Wednesday, 27th March, at 8 p.m., in the Barristers' Refreshment Room, Lincoln's Inn, when the motion for debate will be "That the rehabilitation of Germany as an independent power is essential to the well-being of Europe." Anyone interested is invited to attend. Particulars of membership (which is not confined to the legal profession) may be obtained from the Hon. Secretary, Mr. Eric Moses, 7, New Square, Lincoln's Inn, W.C.2. (Tel.: Holborn 1266).

PARLIAMENTARY NEWS

HOUSE OF LORDS

Read First Time:—

EDUCATION (SCOTLAND) BILL [H.L.].
To consolidate the enactments relating to Education in Scotland. [13th March.

MISCELLANEOUS FINANCIAL PROVISIONS BILL [H.C.]. [14th March

NEWPORT (ISLE OF WIGHT) CORPORATION BILL [H.C.]. [12th March.

POLICE BILL [H.C.]. [14th March.

PUBLIC WORKS LOANS BILL, [H.C.]. [14th March.

Read Second Time:—

NATIONAL INSURANCE (INDUSTRIAL INJURIES) BILL [H.C.]. [12th March.

Read Third Time :—
LONDON NECROPOLIS BILL [H.L.]. [12th March.
MINISTRY OF HEALTH PROVISIONAL ORDER (MORTLAKE CREMATORIUM BOARD) BILL [H.C.]. [13th March.
In Committee :—
WATER (SCOTLAND) BILL [H.C.]. [14th March.

HOUSE OF COMMONS

Read First Time :—
CAMBERWELL, BRISTOL AND NOTTINGHAM ELECTIONS (VALIDATION) BILL [H.C.].
To validate the election of Mrs. Freda Künzlen Corbet, Stanley Stephen Awbery Esquire, and James Harrison Esquire, to the House of Commons notwithstanding their holding certain offices, and to indemnify them from any penal consequences which they may have incurred by sitting and voting as Members of that House. [13th March.
GREAT WESTERN RAILWAY BILL [H.C.].
To empower the Great Western Railway Company to construct a railway and to acquire land in the county of Glamorgan ; and for other purposes. [15th March.
Read Second Time :—
INDIA (CENTRAL GOVERNMENT AND LEGISLATURE) BILL [H.L.]. [15th March.
NEWCASTLE-UPON-TYNE CORPORATION BILL [H.L.]. [18th March.
PATENTS AND DESIGNS BILL [H.L.]. [11th March.
Read Third Time :—
STRAITS SETTLEMENTS (REPEAL) BILL [H.L.]. [18th March.

QUESTIONS TO MINISTERS

TRIAL BY JURY

Mr. C. DAVIES asked the Attorney-General when the Government propose to restore to litigants the right to have their actions tried by judge and jury, and to restore the number of members of the jury in criminal trials to twelve.

The ATTORNEY-GENERAL : I am advised that the pre-war position as regards civil and criminal cases could not at present be restored without grave inconvenience to all concerned. The position is, however, being watched by my noble friend the Lord Chancellor and my right hon. friend the Home Secretary, with a view to recommending the reintroduction of the pre-war position as soon as conditions justify this course. [13th March.

PREMIUMS FOR TENANCIES

Mr. GORONWY ROBERTS asked the Minister of Health if he is aware of the growing practice of offering, often through the medium of public advertisements, substantial monetary rewards for information leading to the tenancy of a house or flat, and if he proposes to take steps to stop this practice.

Mr. BEVAN : The taking of a premium by a landlord or agent for the tenancy of a controlled house is an offence under the existing Acts, and the question whether the Acts should be strengthened to deal with the particular matter to which my hon. friend refers will be considered when it is possible to introduce a comprehensive Bill. It would not be possible to deal with the matter in isolation. [15th March.

RENEWALS OF GROUND LEASES

Major WYATT asked the Attorney-General whether it is his intention to introduce legislation at any time giving tenants the right to renew ground leases on expiry ; and, if so, whether such legislation will include provision that rent payable under the new ground lease should not be more than that previously paid.

The ATTORNEY-GENERAL : It is not proposed to introduce legislation to give the tenant under a ground lease an absolute right to renew the lease at the same rent when it falls in. Such a provision would be an unjustifiable interference with the freedom of contract and would take no account of the fluctuations in money values which occur over a long period of years. I would remind my hon. friend that many of these leases were granted nearly a century ago, and since then the money value of land has greatly increased and it is inevitable that rents should have increased correspondingly. [14th March.

RECENT LEGISLATION

STATUTORY RULES AND ORDERS, 1946

No. 323. **Artificial Insemination.** Importation and Exportation of Semen and Imported Semen (England and Wales) Regulations. March 7.

No. 305. **County Council, Wales.** County of Caernarvon (Electoral Divisions) Order, March 2, altering the number of County Councillors and Electoral Divisions in the County of Caernarvon.

No. 310/L.2. **Supreme Court, England.** Rules of the Supreme Court (No. 1). March 1.

No. 292. **Trading with the Enemy** (Authorisation) (Siam) Order. March 5.

No. 294. Trading with the Enemy (Custodian) (Amendment) (Siam) Order. March 5.

No. 293. Trading with the Enemy (Transfer of Negotiable Instruments, etc.) (Siam) Order. March 5.

STATIONERY OFFICE

List of Statutory Rules and Orders issued during February 1946.

DRAFT STATUTORY RULES AND ORDERS, 1945

Ministry of Aircraft Production (Dissolution) Order.
Ministry of War Transport (Dissolution) Order.
Department of Overseas Trade (Dissolution) Order.
[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

NOTES AND NEWS

Honours and Appointments

Mr. SAMUEL C. PORTER, Senior Crown Prosecutor for Belfast, has been appointed Lord Justice of Appeal for Northern Ireland, in succession to the late Lord Justice Murphy.

Sir GRANVILLE RAM, K.C.B., K.C., is to be a Chairman of the Hertfordshire Quarter Sessions. He was called by the Inner Temple in 1910, and took silk in 1943.

Lieutenant-Colonel Robert Bernard Solomon, M.C., whose appointment as adviser on British Jews to the Control Commission in Germany was announced in the House of Commons on Monday last, is a London solicitor and was admitted in 1912. He is fifty-seven years of age and won the M.C. in the 1914–18 war and served also in the last war. He is a former Vice-President of the Zionist Federation and a former President of the Jewish Fund ; in addition, he was a member of the Central British Fund for German Jewry.

Mr. Frank Rye, C.B.E., has been appointed Deputy Chairman of the London County Council for 1946–47. Mr. Rye, who is a partner in Messrs. Rye & Eyre, solicitors, of Golden Square, W.1, has represented the Abbey Division of Westminster on the Council since 1937. He was Mayor of Westminster in 1922–23, and was Conservative M.P. for Loughborough from 1924–29. He was admitted in 1901.

Professional Announcements

Keene, Marsland, Bryden, Besant, Batham and Cork announce with regret the death on 19th January, 1946, of their senior partner, Charles John Bryden. As from the 31st March, 1946, Charles Frederick Batham will retire from the firm and the remaining partner, ERNEST BRYDEN BESANT, will take into partnership with him MAURICE JUNIPER GUYMER and HUBERT TISDALL. In future the name of the firm will be abridged to Keene, Marsland & Co.

Mr. R. M. GALSWORTHY, 6, Hill Street, St. Helier, Jersey, announces that he has arranged office facilities at 4, rue d'Anjou, Paris 8 (Telephone Anjou 13.04), where he can be available by appointment. Correspondence can be addressed either to the Jersey or Paris office.

Notes

An ordinary meeting of the Medico-Legal Society will be held at Manson House, 26 Portland Place, W.1 (Tel. : Langham 2127), on Thursday, 28th March, 1946, at 8.15 p.m., when a paper will be read by A. Lisle Punch, M.B., B.S., M.R.C.P., on "Tuberculosis and the Law."

Mr. T. Baker Jones, solicitor, of Messrs. Hornby & Baker Jones, solicitors, of Newport, Mon., who has been Librarian to the Monmouthshire Law Society for over fifty years, has now retired from office. He was admitted in 1886. The new Librarian is Mr. S. M. T. Burpitt, solicitor and Town Clerk of Newport. Mr. Burpitt was admitted in 1904.

The Lord Chancellor has decided to re-open the Marylebone and Southwark County Courts on the 1st April, 1946. These Courts were closed temporarily in the year 1943 as a war-time measure. The districts of the courts will be the same as before. Mr. T. M. V. Vaughan-Roderick will be the Registrar of the Marylebone County Court and Mr. I. K. Fraser the Registrar of the Southwark County Court.

The Agreement of Trade and Commerce concluded between the United Kingdom and Argentina on 1st December, 1936

(Cmd. 5324 of 1936), was due to expire on 21st February, 1946, in view of the six months' notice of termination given by the Argentine Government on 21st August last. It has, however, now been arranged in an exchange of letters between representatives of the two Governments that the agreement should be regarded as remaining in force for a further period of six months in the form of a gentlemen's agreement.

THE PRINCIPAL PROBATE REGISTRY

In accordance with the order of the Lord Chancellor dated the 5th March, 1946 (S.R. & O. 1946, No. 320/L.4), revoking the Principal Probate Registry (Non-Contentious Business) Orders, 1940, and Supplementary Orders, the Registry at Llandudno will be closed on and after Saturday, 30th March, 1946, and its business will be transacted at the Principal Probate Registry at Somerset House on and after 10th April, 1946.

The revocation of the above-mentioned orders terminates the special facilities provided, in consequence of the establishment of the Probate Registry at Llandudno, for conducting business of any kind by post.

It restores the right of the personal applicant to apply at the Principal Registry for a grant of representation, irrespective of the value of the estate; it enables searches to be made and wills inspected and renews facilities for literary research.

It should be noted, therefore, that:—

(1) No postal application for a grant of representation can be accepted after Friday, 29th March;

(2) No business, other than applications for copies, can be conducted by correspondence after that date;

(3) The Registry will re-open to the public at Somerset House on Wednesday, 10th April, for the transaction of all probate business;

(4) On and after that date applications for grants of representation must be lodged and inquiries relating thereto made by the solicitor, or his London agent, personally;

(5) Applications for such grants must be lodged with the Receiver of Papers, Room 31; they will not be accepted unless all the necessary documents are presented, including the Inland Revenue affidavit, stamped or endorsed with the necessary certificate as to estate duty, except in fixed duty cases, which must bear the appropriate adhesive stamp.

(6) Inland Revenue affidavits may continue to be sent by post to Llandudno for assessment and stamping. If accompanied by remittances for the estimated amount of the estate duty and interest, they should be sent to the Accountant-General (Cashier), Inland Revenue, Queen's Hotel, Llandudno. If for any reason no remittance is forwarded, they should be sent to the Controller, Estate Duty Office, St. George's Hotel, Llandudno. As a general rule, in fixed duty cases, Inland Revenue affidavits may be lodged at the Principal Registry without reference to the Estate Duty Office. The Estate Duty Office will continue to transmit affidavits received prior to 30th March to the Principal Registry. Those received after that date will be returned to the solicitors or their agents.

(7) Cheques will not be accepted by the Inland Revenue authorities in payment of court fees, except in cases where special arrangements have been made with the Accountant-General.

H. F. O. NORBURY,
Senior Registrar.

13th March, 1946.

COURT PAPERS

SUPREME COURT OF JUDICATURE

HILARY SITTINGS, 1946

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court I.	Mr. Justice Uthwatt.
Mon., Mar. 25	Mr. Andrews	Mr. Farr	Mr. Blaker
Tues., ,, 26	Jones	Blaker	Andrews
Wed., ,, 27	Reader	Andrews	Jones
Thurs., ,, 28	Hay	Jones	Reader
Fri., ,, 29	Farr	Reader	Hay
Sat., ,, 30	Blaker	Hay	Farr

Date.	Group A. Mr. Justice Cohen. *Witness.*	Group A. Mr. Justice Vaisey. *Non-Witness.*	Group B. Mr. Justice Evershed. *Non-Witness.*	Group B. Mr. Justice Romer. *Witness.*
Mon., Mar. 25	Mr. Reader	Mr. Hay	Mr. Jones	Mr. Andrews
Tues., ,, 26	Hay	Farr	Reader	Jones
Wed., ,, 27	Farr	Blaker	Hay	Reader
Thurs., ,, 28	Blaker	Andrews	Farr	Hay
Fri., ,, 29	Andrews	Jones	Blaker	Farr
Sat., ,, 30	Jones	Reader	Andrews	Blaker

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price Mar. 18 1946	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	112	3 11 5	2 14 6
Consols 2½%	JAJO	93	2 13 9	—
War Loan 3½% 1955–59	AO	103½	2 18 0	2 11 3
War Loan 3½% 1952 or after	JD	105	3 6 8	2 12 11
Funding 4% Loan 1960–90	MN	116½	3 8 8	2 11 6
Funding 3% Loan 1959–69	AO	103	2 18 3	2 14 7
Funding 2¾% Loan 1952–57	JD	102⅜	2 13 6	2 5 2
Funding 2½% Loan 1956–61	AO	100	2 10 0	2 10 0
Victory 4% Loan Av. life 18 years	MS	115½	3 9 3	2 17 8
Conversion 3½% Loan 1961 or after	AO	108	3 4 10	2 16 9
National Defence Loan 3% 1954–58	JJ	104¼	2 17 6	2 8 2
National War Bonds 2½% 1952–54	MS	101⅛	2 9 5	2 6 5
Savings Bonds 3% 1955–65	FA	103	2 18 3	2 12 6
Savings Bonds 3% 1960–70	MS	103	2 18 3	2 14 9
Local Loans 3% Stock	JAJO	99	3 0 7	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	102	2 18 10	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	99½	2 15 3	—
Redemption 3% 1986–96	AO	105½	2 16 10	2 15 6
Sudan 4½% 1939–73 Av. life 16 years	FA	117	3 16 11	3 2 8
Sudan 4% 1974 Red. in part after 1950	MN	112	3 11 5	1 1 10
Tanganyika 4% Guaranteed 1951–71	FA	105	3 16 2	2 18 2
Lon. Elec. T.F. Corp. 2½% 1950–55	FA	99½	2 10 3	2 11 2
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	109	3 13 5	2 18 0
Australia (Commonw'h) 3½% 1964–74	JJ	104	3 2 6	2 19 2
*Australia (Commonw'h) 3% 1955–58	AO	100½xd	2 19 8	2 18 10
†Nigeria 4% 1963	AO	114xd	3 10 2	2 19 8
*Queensland 3½% 1950–70	JJ	103	3 8 0	2 13 11
Southern Rhodesia 3½% 1961–66	JJ	109	3 4 3	2 15 2
Trinidad 3% 1965–70	AO	102	2 18 10	2 17 4
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	100	3 0 0	3 0 0
*Croydon 3% 1940–60	AO	101	2 19 5	—
*Leeds 3½% 1958–62	JJ	104	3 2 6	2 17 0
*Liverpool 3% 1954–64	MN	102	2 18 10	2 14 4
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	108	3 4 10	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	100	3 0 0	—
*London County 3½% 1954–59	FA	106	3 6 0	2 14 0
*Manchester 3% 1941 or after	FA	100	3 0 0	3 0 0
*Manchester 3% 1958–63	AO	101xd	2 19 5	2 18 2
Met. Water Board 3% "A" 1963–2003	AO	103	2 18 3	2 15 6
*Do. do. 3% "B" 1934–2003	MS	101½	2 19 1	—
*Do. do. 3% "E" 1953–73	JJ	102	2 18 10	2 13 8
Middlesex C.C. 3% 1961–66	MS	103½	2 18 0	2 14 3
*Newcastle 3% Consolidated 1957	MS	102	2 18 10	2 15 9
Nottingham 3% Irredeemable	MN	101	2 19 5	—
Sheffield Corporation 3½% 1968	JJ	111	3 3 1	2 16 5
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	112	3 11 5	—
Gt. Western Rly. 4½% Debenture	JJ	117	3 16 11	—
Gt. Western Rly. 5% Debenture	JJ	127	3 18 9	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	121⅛	4 2 4	—
Gt. Western Rly. 5% Preference	MA	111	4 10 1	—

* Not available to Trustees over par.

† Not available to Trustees over 115.

‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

"THE SOLICITORS' JOURNAL"

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